

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HENRY WATKINS	:	
	:	
Plaintiff,	:	
	:	
v.	:	NO. 02-CV-2881
	:	
PENNSYLVANIA BOARD OF PROBATION	:	
& PAROLE, EDWARD JONES, AND	:	
MICHAEL BUKATA	:	
	:	
Defendants.	:	

PLAINTIFF S REPLY TO DEFENDANTS COUNTERCLAIM
WITH AFFIRMATIVE DEFENSES

Plaintiff Henry Watkins hereby replies to defendants
Counterclaim and asserts Affirmative Defenses as follows:

BREACH OF CONTRACT

1. Plaintiff incorporates herein by reference all paragraphs of the Amended Complaint.
2. Denied as a conclusion of law to which no response is required.
3. Admitted.
4. Admitted.
5. Denied as stated. The Settlement Agreement provides for disclosure of its terms where necessary to enforce the Agreement. See D. Ex. A, Settlement Agreement ¶ 8. This is such

a case.

6. Denied as stated. The Settlement Agreement provides for disclosure of its terms where necessary to enforce the Agreement. See D. Ex. A, Settlement Agreement ¶ 8. This is such a case.

7. Denied. The Settlement Agreement does not provide for the resolution of all future claims of discrimination and/or resolution through a designated alternative dispute resolution procedure, and may not lawfully deprive plaintiff of his right to seek administrative and/or other legal relief for all future claims of discrimination and/or retaliation arising from future unlawful acts. See D. Ex. A, Settlement Agreement ¶ 6.

8. Denied. Plaintiff's Response to ¶ 7 is incorporated herein.

9. Denied. Plaintiff's Response to ¶ 5 is incorporated herein.

10. Denied that the Board has suffered damages as the result of any conduct by plaintiff and strict proof thereof is demanded at the time of trial.

WHEREFORE, plaintiff demands judgment together with attorneys fees and costs, and such other relief as may be appropriate.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff asserts immunity as guaranteed by the First Amendment to the United States Constitution.

SECOND AFFIRMATIVE DEFENSE

All issues relating to confidentiality were settled and released.

THIRD AFFIRMATIVE DEFENSE

The Settlement Agreement was contrary to law.

WHEREFORE, plaintiff demands judgment together with attorneys fees and costs, and such other relief as may be appropriate.

ROBERT J. SUGARMAN
DEBBIE L. GOLDBERG
Counsel for Plaintiff

OF COUNSEL:

SUGARMAN & ASSOCIATES
11th Floor, Robert Morris Building
100 North 17th Street
Philadelphia, PA 19103
(215) 864-2500

Dated: May 13, 2003